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### Side Letter re: Electronic Dues Transmission, Quality of Work Issues and Contract and Benefits Administration Program

May 7, 2004

Bruce McIver, President League of Voluntary Hospitals and Homes of New York 555 West 57th Street New York, NY 10019

Re:

Electronic Dues Transmission;

Quality of Work Issues;

Contract and Benefits Administration Program

Dear Mr. McIver:

This letter is delivered to you simultaneously with the execution of the collective bargaining agreement, and sets forth certain agreements reached by the parties in the 2001-2005 memorandum of agreement.

Quality of Work Issues: The League and the Union have agreed to continue discussions concerning certain issues raised during negotiations. These issues are: (1) whether the Employer shall be obligated to hire referrals from the Joint Employment Service, (2) issues concerning part-time employees, (3) mandatory overtime and (4) job grouping for layoff, recall and displacement.

With respect to issues (2) and (4), if the parties do not reach a resolution by May 31, 2005, the Union may request interest arbitration before the CIPC arbitrator. With respect to item (3), the parties shall refer the issue to interest based bargaining with the assistance of the Labor-Management Project of the P&P Fund.

### <u>Electronic Dues Transmission and Reporting</u>

It is the agreement of the League and the Union to implement electronic transmission of dues remittances and reports and to streamline reporting requirement. The League and the Union will meet to discuss the most practicable implementation program to achieve this objective.

### Contract and Benefits Administration Program

The Contract Administrators Program shall be extended for the period May 1, 2005 to April 30, 2008, at a cost of approximately

\$24 million. The program will continue under the same terms and conditions as described in the 2001 - 2005 League multiemployer CBA side letter and subsequent written agreements. Funding shall be as follows:

- a. For the period of the current CBAs, each Employer shall deduct its costs to fund the Contract Administrators and RN Bridge under the CBAs from the August 2004 Pension Fund contribution.
- b. Each Employer shall deduct its costs to fund the Contract Administrators for the period May 1, 2005 to April 30, 2007 (approximately \$16 million) from its December 2006 Pension Fund contribution; and for the period May 1, 2007 to April 30, 2008 (approximately \$8 million) from its December 2007 Pension Fund contribution.

This program shall not apply following the end of the term of this Agreement, unless extended by mutual agreement of the League and the Union.

Very truly yours,

Dennis Rivera

Accepted:

League of Voluntary Hospitals and Homes of New York

Bruce McIver

137

### Side Letter re: St. Cabrini Nursing Home

May 7, 2004

Mr. Bruce McIver President League of Voluntary Hospitals and Homes of New York

Re: St. Cabrini Nursing Home

Dear Mr. McIver:

This letter is delivered to you simultaneously with the execution of the MOA for the 2004-2008 League Agreement.

The expiration date of the St. Cabrini Nursing Home Collective Bargaining Agreement is April 30, 2009.

Very truly yours,

Dennis Rivera, President

Accepted and Agreed to:

Bruce McIver, President

### Side Letter re: Electronic Transfer of Contributions and Reports

May 7, 2004

Mr. Bruce McIver, President League of Voluntary Hospitals and Homes of New York 555 West 57th Street, Room 1530 New York, NY 10019

Dear Mr. McIver:

The parties agree that any Employer that does not presently have the technological ability to electronically transfer contributions and reports shall make their best efforts to comply with the provisions of Section 6(A)(7) of this MOA concerning the electronic transfer of Fund contributions and related information. Any disputes about the ability of an Employer to comply with the electronic transfer provisions of this MOA shall be referred to the Collections Committee for resolution without recourse to arbitration.

Very truly yours,

Dennis Rivera, President

1199 SEIU, New York's Health &

Human Service Union

(now known as 1199SEIU

United Healthcare Workers East)

AGREED:

League of Voluntary Hospitals and Homes of New York

Bruce McIver, President

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### Side Letter re: Credit Union: Electronic Transfers

May 7, 2004

Dennis Rivera President 1199SEIU New York's Health & Human Services Union 310 West 43rd Street Floor 5 New York, NY 10036-6405

Re: Credit Union: Electronic Transfers

Dear Mr. Rivera:

The League agrees to seek the cooperation of the institutions listed in Schedule "B" to the 04-08 CBA and covered by our agreement to do electronic fund transfers for credit union contributions.

Sincerely,

Bruce McIver

### Attachment A

### **MEMORANDUM OF AGREEMENT**

Agreement between the League of Voluntary Hospitals and Homes of New York (the "League"), as agent on behalf of each of its member institutions whose names appear on Schedules A and B annexed hereto and made a part hereof (each of which is hereinafter designated as the "Employer"), and 1199SEIU, New York's Health & Human Service Union (now known as 1199SEIU United Healthcare Workers East) (the "Union"), acting on behalf of its members who are employed by said Employers.

WHEREAS, the League and the Union are committed to working together to maintain and improve the ability of the Employers to provide quality health care through joint labor-management efforts; to insure appropriate funding and resources for health care through joint legislative work; and to insure that there is affordable health care and access to health care for the residents of the State of New York through continuing to fund initiatives, and other joint ventures; and

WHEREAS, the League and the Union recognize that labor strife will have a disruptive influence on their ability to engage in the foregoing efforts;

NOW, THEREFORE, the League and the Union agree that Article I (Recognition) and Article XXXII (Arbitration) of the collective bargaining agreement between them shall be modified as set forth in the attachment hereto.

Dated: May 7, 2004

New York, New York

1199 SEIU, NEW YORK'S HEALTH & HUMAN SERVICE UNION (now known as 1199SEIU UNITED HEALTHCARE WORKERS EAST)

Dennis Rivera, President

LEAGUE OF VOLUNTARY HOSPITALS AND HOMES OF NEW YORK

By: \_\_\_\_\_\_Bruce McIver, President

### Attachment A

### UNION ORGANIZING RIGHTS

Subject to the limitations set forth in subparagraph (e) below, the following shall apply when the Union seeks to organize (i) an unrepresented unit of employees of the Employer; (ii) a job classification of employees of the Employer excluded from the arbitration procedure in Exhibit F of the CBA by operation of subparagraph (f)(iii)-(v) thereof, (iii) a job classification of employees of the Employer that an Arbitrator designated pursuant to Exhibit F of the CBA has found to be properly excluded from a represented unit; or (iv) a job classification of employees of the Employer that is listed as excluded in Stipulation I between the Union and such Employer.

- (a) Notice. The Union shall serve written notice on the Employer when it commences organizing at the Employer. The notice shall identify the unit(s) or job classification(s) of the Employer's employees that the Union is seeking to represent.
- (b) Rules of Conduct. The rules of conduct set forth in this subparagraph (b) shall apply as follows:
- (i) <u>Duration and Applicability</u>. These rules of conduct shall apply only with respect to the employees in the unit(s) or job classification(s) identified in the notice required by subparagraph (a) above; shall apply beginning on the date when the Union provides said notice; and shall continue only until the earliest of the following dates:
- (A) if the Union has not filed a petition for an election under subparagraphs (b)(iv) and (c) below, the date when the Union notifies the Employer that it is no longer seeking to represent the unit(s) or job classification(s) identified in said notice, or the date when the sixty (60) day period for filing such a petition elapses under subparagraph (b)(iv) below;
- (B) the date when the Union withdraws its petition for such an election; or
  - (C) the date of such an election.
- (ii) <u>Joint Statement</u>. Within seventy-two (72) hours after the Employer's receipt of the foregoing notice from the Union, the Employer shall post a statement jointly signed by the Union and the Employer, the substance of which shall be as set forth in Exhibit A attached hereto and made a part hereof, addressed to the employees in the identified unit(s) or classification(s).
- (iii) Access. As soon as practicable, but no more than four (4) working days after the Employer receives the notice required by subparagraph (a) above, the Employer shall allow access to the

employee cafeteria and a suitable meeting room to be agreed upon by the Union and the Employer, for Union officers, organizers and delegates to meet with employees in the identified unit(s) or classification(s).

- (A) The number of Union officers, organizers and delegates meeting in the employee cafeteria at any one time shall be limited to the extent necessary so as to not interfere with the operations of the Employer.
- (B) The aforesaid meeting room shall be available to the Union's officers, organizers and delegates at reasonable times; shall be located away from patient care areas; and, to the extent feasible, shall not be located near supervisory or management offices. Employees in the identified unit(s) or classification(s) shall be permitted access to the meeting room during their non-working time.
- (C) The Union's access under this subparagraph (b)(iii) shall be suspended when another labor organization affiliated with the AFL-CIO commences organizing employees in one or more of the unit(s) or classification(s) identified in the Union's notice under subparagraph (a) above. Such suspension shall remain in effect until the other labor organization ceases its organizing, with or without a determination under Article XXI of the AFL-CIO Constitution ("Organizing Responsibility Procedures") that the Union has the exclusive right to seek to represent the employees at issue. The Union's access shall terminate if it is determined that the other labor organization has such exclusive right. There shall be no suspension of access if the Employer encouraged or supported the other labor organization to seek representation of the employees at issue.
- (D) Nothing contained in this subparagraph (b)(iii) shall be deemed a waiver of any right of access for organizing purposes that may be available to the Union under the NLRA.
- (iv) <u>Petition for Election</u>, <u>Preclusion and Tolling</u>. The Union shall file its petition for an election with the NLRB, with the showing of interest required by the NLRB, within sixty (60) days after serving the notice required by subparagraph (a) above.
- (A) If the Union does not file its petition within the specified time period, or if the Union files a petition and then withdraws it, the Union shall be precluded for a period of one (1) year from seeking to represent any employees in the identified unit(s) or classification(s). The one (1) year period shall begin from the earliest of the following dates: if no petition has been filed, the date when the Union notifies the Employer that it is no longer seeking to represent the identified unit(s) or classification(s), or the date when the sixty (60) day filing period elapses; or the date when the Union withdraws a petition that it has filed within the sixty (60) day period.

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seek representation of the employees at issue.

(v) Employee Freedom of Choice. Employees have the right to choose whether or not to be represented by the Union in a secret ballot election, and to make that decision in an atmosphere free of harassment, coercion, intimidation, promises or threats by either the Employer or the Union.

under subparagraph (a) above. There shall be no tolling if the Union encouraged or supported the other labor organization to

(vi) No Disruption or Interference. All organizational activities subject to these provisions, including but not limited to the Union's activities in the employee cafeteria and in the meeting room pursuant to subparagraph (b)(iii) above, shall be carried out in a manner so as to not disrupt patient care or otherwise interfere with the operations of the Employer.

(vii) Speech Standard.

(A) The Employer's campaign (oral and written) shall be factual, and shall not disparage either the motive or mission of the Union and the SEIU and/or their representatives (e.g., officers and organizers). The Employer shall not tell its employees to vote against representation by the Union. The Employer may convey its position fairly, may advise employees that each of them must make his/her own decision, and may provide employees with factual information to support an informed decision. Subject to the foregoing, the Employer retains the right to communicate its opinion to employees about unionization.

(B) The Union's organizing campaign (oral and written) shall be factual, and shall not disparage either the motive or mission of the Employer and, where applicable, its sponsor or

parent organization, and/or their representatives (e.g., officers, managers and supervisors). The Union may convey its position fairly, and may provide employees with factual information to support an informed decision. Subject to the foregoing, the Union retains the right to communicate its opinion to employees about unionization.

- (viii) <u>Campaign Materials</u>. Neither the Union nor the Employer shall publish, distribute or disseminate any campaign flyers, leaflets, letters, memoranda, notices, other written materials, or any audio, video or electronic media (e.g., messages for publication via the internet or on the Union's or the Employer's website) relating to the campaign without the prior approval of the other's special representative designated for resolving disputes pursuant to subparagraph (d) below. The Arbitrator's authority with respect to any dispute concerning a proposed communication shall be limited to determining whether and how the content of the proposed communication is inconsistent with these rules of conduct, and prohibiting its issuance to the extent that it is inconsistent.
- (ix) <u>Mandatory Employer Meetings and Union Contacts</u> with Employees.
- (A) The Employer shall not hold any mandatory one-on-one or group meetings with employees, a subject of which is representation by the Union. The Employer shall not initiate one-on-one conversations with employees on the subject of representation by the Union. This shall not prohibit the Employer from responding to questions concerning unionization raised by employees at a mandatory meeting called for other purposes.
- (B) The Union's representatives (e.g., officers, organizers and delegates) shall not discourage employees from attending voluntary group meetings called by the Employer to discuss unionization, or otherwise interfere with the Employer's right to hold such meetings. The Union's representatives shall respect the request of any employee who does not wish to engage in a discussion or accept literature.
- (x) Correction of Inaccuracies. Nothing contained in this Agreement shall be construed as limiting either the Union's or the Employer's right to correct any inaccurate statements made by the other during the period covered by these rules of conduct, provided that the corrections are made in a manner consistent with the speech standard in subparagraph (b)(vii) above.
- (xi) <u>Use of Consultants and Other Third Parties</u>. Neither the Union nor an Employer shall use consultants or other representatives or surrogates to engage in activities inconsistent with these rules of conduct.
  - (xii) Employee Groups. The Employer shall not sponsor

SHAP SHIP SERVICE AND A STANDARD SHIP SHIP

or encourage any group of employees who advocate a vote against union representation.

- (c) Election Procedure. Elections pursuant to this Attachment A shall be conducted by secret ballot supervised by the National Labor Relations Board, and be governed by the Board's Rules and Regulations, Series 8, as amended, and the procedures outlined below:
- (i) Any election petition filed by the Union with the NLRB shall be for a collective bargaining unit that conforms to the Board's rule on "Appropriate Units in the Health Care Industry," 29 C.F.R. § 103.30 (other than a unit of registered nurses, physicians, or guards), unless the NLRB finds a non-conforming unit to be appropriate under 29 C.F.R. § 103.30(b) or (c). However, the Union may petition for an election among employees in a job classification that is residual to an existing unit and for whom the Union does not have the right to seek representation pursuant to Exhibit F of the CBA. If a majority of the ballots cast by employees in the residual job classification is cast for representation by the Union, it is understood that said job classification shall be added to the existing bargaining unit to which it is residual.
- (ii) When the Union petitions to represent employees in a job classification that is residual to an existing bargaining unit, and there are no issues of voter eligibility (i.e., questions of supervisory, managerial or confidential employee status), then the Union and Employer shall enter into a consent election agreement (under 29 C.F.R. § 102.62(a)) providing for an election within forty-two (42) days after the filing of the petition, and at a time and place to be determined by the parties and approved by the Regional Director, whose determination(s) on any pre- or post-election issue(s) shall be final.
- (iii) When the Union petitions to represent a unit of employees that conforms to one of the specific bargaining units enumerated in 29 C.F.R § 103.30, and there are no issues of voter eligibility, nor any issues of unit composition (i.e., job classification) affecting ten percent (10%) or more of the employees in the petitioned-for unit, then the Union and Employer shall enter into a stipulated election agreement (under 29 C.F.R. § 102.62(b)) providing for an election within forty-two (42) days after the filing of the petition, and at a time and place to be determined by the parties and approved by the Regional Director. Employees in any disputed job classification shall vote in said election subject to challenge, with ultimate disposition of the issue deferred until after the election, provided that they do not meet or exceed the ten percent (10%) limitation referred to above. Unit composition issues decided by the Regional Director shall not be subject to review by

the Board unless both parties agree, except where they involve determinative challenged ballots. The foregoing shall not affect a party's right to request review on any other issue decided by the Regional Director.

(iv) When issues exist as to the scope of the appropriate bargaining unit and/or voter eligibility and/or as to unit composition affecting ten percent (10%) or more of the employees in the petitioned-for unit, then all such issues shall be decided by the Regional Director/Board on the basis of a record made at a hearing held prior to the conduct of any election. The Employer and Union agree to exercise best efforts to avoid such issues in the interest of expediting the resolution of questions concerning representation under this procedure and nothing herein shall preclude the Employer and Union from stipulating to an election in a non-conforming unit. In the event that a pre-election hearing is necessary to resolve unit or other issues raised by the Employer, the Employer will provide the Union with an alphabetical list of the names and last known addresses of the employees in the petitioned-for unit at the commencement of the hearing.

### (d) Enforcement/Arbitrator.

- (i) As soon as practicable after service of the notice required by subparagraph (a) above, the Union and the Employer shall (A) each designate a special representative responsible for compliance and dispute resolution with respect to the rules of conduct set forth in subparagraph (b) above; and (B) select an Arbitrator from the panel established pursuant to paragraph (b) of Exhibit F of the CBA, who shall be authorized to resolve disputes in accordance with this subparagraph (d). If the Employer alleges that the Union failed to comply with the notice requirements of subparagraph (a) above, then an Arbitrator shall be selected at the time that such claim is asserted. The Union and the Employer shall equally share the costs and expenses of the Arbitrator.
- (ii) Within twenty-four (24) hours after the special representatives of the Union and the Employer have been designated, they shall hold an initial conference among themselves to discuss the provisions of this Attachment A and begin identifying and seeking to resolve issues relating to their application (e.g., designation of a suitable meeting room under subparagraph (b)(iii) above).
- (iii) If the Union and the Employer deem it necessary, after the foregoing meeting of the special representatives, the Arbitrator shall hold an initial conference with them to discuss the provisions of this Attachment A.
- (iv) Except as set forth in this subparagraph (d), the Arbitrator shall have sole authority to hear any case and award an

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appropriate remedy concerning any dispute between the Union and the Employer relating to the interpretation or application of the rules of conduct set forth in subparagraph (b) above; any claim that either party breached said rules of conduct; and/or any claim that the Union failed to comply with the notice requirements of subparagraph (a) above. In addition:

- (A) In cases where the Employer allegedly has discharged, disciplined or retaliated against an employee, the Arbitrator shall only have the authority to determine whether the Employer acted in reprisal for the employee's protected concerted activity in violation of the NLRA and, if the claim is found to have merit, to award a remedy available under the NLRA.
- (B) In cases where it is alleged that either the Union or the Employer has violated the rules of conduct set forth in subparagraph (b) above to such an extent that the violation(s) affected the outcome of the election, and the Arbitrator so finds, then the party violating the rules of conduct shall join in a stipulation setting aside the results of the election and providing for a re-run election by the NLRB, provided that the objecting party has filed timely objections with the NLRB. However, if the Arbitrator does not find that the alleged violation(s) of the rules of conduct affected the outcome of the election, then the objecting party shall withdraw its objections filed with the NLRB.
- (C) In no event shall the Arbitrator have authority to compel recognition of the Union or issue a bargaining order.
- (v) The Arbitrator shall have no power to add to, subtract from, or modify in any way any of the terms of this Attachment A.
- (vi) Disputes between the Union and the Employer shall first be addressed by their special representatives. If the special representatives are unable to resolve the dispute, then they shall submit the issue to the Arbitrator within twenty-four (24) hours after the dispute first arose. The Arbitrator shall issue a determination within the next seventy-two (72) hours in any disagreement arising during the first thirty (30) days following service of the Union's notice pursuant to subparagraph (a) above. Thereafter, the Arbitrator shall issue a determination within twenty-four (24) hours. If necessary to meet these time limitations, the Arbitrator may direct the parties to submit their evidence and any position statements by facsimile, and may hear testimony via telephone.

The foregoing time limitations shall not apply in cases described in subparagraph (d)(iv)(A) and (B) above.

(vii) The Arbitrator's decision shall be deemed final and binding by the parties to the proceeding. Should the Union or the Employer decide to challenge the Arbitrator's decision in court, both shall comply with the decision unless and until a court issues an order staying or vacating the decision.

- (e) <u>Limitations</u>. The provisions of subparagraphs (a) through (d) above shall not apply:
- (i) with respect to a specifically identified unit or classification listed as excluded in Article I, paragraph 1 (b) of this Agreement;
- (ii) with respect to any unit that would be inappropriate for collective bargaining or representation by the Union under the NLRA;
- (iii) to the Employer in its conduct toward any labor organization other than the Union;
- (iv) to the Employer in its conduct toward the Union and any labor organization not affiliated with the AFL-CIO when both have commenced organizing any employees of the Employer in one or more unit(s) or classification(s), in which event said provisions also shall not apply to the Union;
- (v) to the Employer in its conduct toward the Union and any labor organization affiliated with the AFL-CIO when both have commenced organizing employees of the Employer in one or more unit(s) or classification(s), and:
- (A) a determination is made under Article XXI of the AFL-CIO Constitution that neither the Union nor the other labor organization has exclusive organizing rights with respect to the employees at issue; or
- (B) the Union is determined to have exclusive organizing rights under Article XXI of the AFL-CIO Constitution with respect to the employees at issue, but the other labor organization continues to organize such employees; or
- (C) the other labor organization is determined to have exclusive organizing rights under Article XXI of the AFL-CIO Constitution with respect to the employees at issue.
- (vi)at Employer locations or facilities where the Union does not already represent employees; or
- (vii) following the end of the term of this Agreement, unless such provisions are extended by mutual agreement of the League and the Union.
- (f) No Change to Other Provisions. Except as specifically provided otherwise, nothing contained in this Attachment A shall be deemed to modify or supersede any other provision of this Agreement.
- (g) <u>Subsequent Agreements</u>. Nothing in this Attachment A shall preclude an Employer from agreeing with the Union to an alternate method, for determining whether a majority of the Employer's employees wish to be represented by the Union.

## EXHIBIT A to Attachment A [Employer Letterhead]

To [Unit or Classification] Employees of [Employer]:

1199SEIU is seeking to represent you [if applicable, insert location] for purposes of collective bargaining. [Employer] and 1199 have jointly prepared this letter and the accompanying information sheet in the shared belief that you should understand the nature of the relationship between [Employer] and 1199, your rights under the circumstances and the process that will be followed as the Union seeks to gain your support.

[Employer] is a member of the League of Voluntary Hospitals and Homes of New York, which, together with its members, is committed to working with 1199 to maintain and improve the ability of hospitals to provide quality health care through joint labor-management efforts; to ensure appropriate funding and resources for health care and access to health care for the residents of the State of New York through continuing to fund initiatives, and other joint ventures.

The League and its members, including [Employer], also recognize that labor strife has a disruptive effect on these joint efforts. Accordingly, [Employer] and 1199 have agreed to the additional procedures and rules of conduct described in the accompanying information sheet in order to help you make an informed decision on this important issue in an atmosphere that supports your freedom of choice.

The Employer and the Union have agreed that any communications about organizing will be factual and that each of us will not disparage the other's motive, mission or representatives. The (insert name of employer) has agreed that it will not tell employees to vote against representation by the Union. The Employer and the Union have agreed that each of us may convey its position fairly and may provide employees with factual information to support an informed decision. Subject to the foregoing rules, the Employer and the Union retain the right to communicate their opinions about unionization to the employees.

Employees have the right to choose whether or not to be represented by the Union in a secret ballot election, and to make that decision in an atmosphere free of harassment, coercion, intimidation, promises or threats by either the Employer or the Union.

We encourage you to read the attached Rules of Conduct and information sheet as they contain important information about your rights.

Sincerely yours, Sincerely yours,

[NAME & TITLE] Dennis Rivera, President

[EMPLOYER] 1199 SEIU, New York's Health &

Human Service Union (now known as 1199SEIU

United Healthcare Workers East)

# EXHIBIT A to Attachment A (continued) INFORMATION SHEET

Under federal law, whether the [Unit or Classification] employees shall be represented by 1199 will be determined by a secret-ballot election conducted by the National Labor Relations Board ("NLRB"), an agency of the U.S. government. Before the NLRB will conduct an election, 1199 must demonstrate that at least 30% of the employees in [Either: (i) each of the foregoing employee groups, or (ii) the foregoing employee group] desire union representation.

as a way to demonstrate such support, and the NLRB will not conduct an election unless the Union has a sufficient number of signed cards. Prior to the election, the NLRB will determine which employees are eligible to vote; however, the majority of those who actually vote will determine the result of the election. In other words, 50% + 1 of the employees who actually cast ballots will determine whether or not 1199 shall represent all of the employees in [Either: (i) each of the foregoing employee groups, or (ii) the foregoing employee group].

Each employee has the right to participate or refrain from participating in union activities, including the right to sign or not to sign union authorization cards. [Employer] and 1199 support the freedom of workers to join a union, as well as their right to choose not to do so. [Employer] and 1199 agree that, when employees are making such an important decision, it is essential that they have access to accurate and factual information about the organization that is seeking to represent them, and about what it means to be represented by a union.

Employees have the right to distribute literature concerning support for or opposition to union representation on non-working time, in non-working areas such as break rooms, cafeterias, parking lots, smoking areas and other places outside the hospital.

Employees have the right on non-working time to solicit each other in support of or opposition to the union except in patient care areas. The term "solicit" means verbal communications and includes solicitation to sign union authorization cards. The term "patient care areas" includes areas such as operating rooms, treatment rooms, patient rooms, patient lounges and immediately adjacent corridors.

Provided that it does not interfere with their work or with patient care, employees may talk about whether or not they want to be represented by a union and workplace issues including wage rates, disciplinary system, employer policies and rules and working conditions in a non-patient care area under the same terms applicable to any other private conversation between employees.

### ORGANIZING RULES OF CONDUCT

Freedom of Choice. Employees have the right to choose whether or not to be represented by the Union in a secret ballot election, and to make that decision in an atmosphere free of harassment, coercion, intimidation, promises or threats by either the Employer or the Union.

Access. The Employer shall allow access to the employee cafeteria and a suitable meeting room for Union officers, organizers and delegates to meet with employees in the identified unit(s) or classification(s). The number of Union officers, organizers and delegates meeting in the employee cafeteria at any one time shall be limited to the extent necessary so as to not interfere with the operations of the Employer. Employees in the identified unit(s) or classification(s) shall be permitted access to the meeting room during their non-working time.

No Disruption or Interference. All organizational activities by the Union, including but not limited to the Union's activities in the employee cafeteria and in the meeting room shall be carried out in a manner so as to not disrupt patient care or otherwise interfere with the operations of the Employer.

### Speech Standard.

- (a) The Employer's campaign (oral and written) shall be factual, and shall not disparage either the motive or mission of the Union and the SEIU and/or their representatives (e.g., officers and organizers). The Employer shall not tell its employees to vote against representation by the Union. The Employer may convey its position fairly, may advise employees that each of them must make his/her own decision, and may provide employees with factual information to support an informed decision. Subject to the foregoing, the Employer retains the right to communicate its opinion to employees about unionization.
- (b) The Union's organizing campaign (oral and written) shall be factual, and shall not disparage either the motive or mission of the Employer and, where applicable, its sponsor or parent organization, and/or their representatives (e.g., officers, managers and supervisors). The Union may convey its position fairly, and may provide employees with factual information to support an informed decision. Subject to the foregoing, the Union retains the right to communicate its opinion to employees about unionization.

# Mandatory Employer Meetings and Union Contacts with Employees.

- (a) The Employer shall not hold any mandatory one-on-one or group meetings with employees, a subject of which is representation by the Union. The Employer shall not initiate one-on-one conversations with employees on the subject of representation by the Union. However, this prohibition
  - shall not apply in social settings, in cafeterias available to employees, in non-work areas and/or on non-work time and when employees are off duty,
  - nor shall it prohibit the Employer from responding to questions concerning unionization raised by employees at a mandatory meeting called for other purposes.
- (b) The Union's representatives (e.g., officers, organizers and delegates) shall not discourage employees from attending voluntary group meetings called by the Employer to discuss unionization, or otherwise interfere with the Employer's right to hold such meetings. The Union's representatives shall respect the request of any employee who does not wish to engage in a discussion or accept literature.

Election Procedure. Elections will be conducted by secret ballot supervised by the National Labor Relations Board and governed by the Board's rules and regulations.

### Side Letter to Attachment A

May 7, 2004

Mr. Bruce McIver, President League of Voluntary Hospitals and Homes of New York 555 West 57th Street, Suite 1530 New York, New York 10019

Dear Bruce:

This letter is delivered simultaneously with the execution of the collective bargaining agreement between 1199 and the League ("CBA"), commencing June 1, 2004 and has the same force and effect as if set forth in the CBA.

This confirms that the Employer's agreement that it will not initiate one-on-one conversations with employees on the subject of representation by the Union as provided in Subsection (b)(ix)(A) of Attachment A shall not apply

- (a) in social settings;
- (b) in cafeterias available to employees;
- (c) in non-work areas and/or on non-work time; and
- (d) when employees are off duty.

Very truly yours,

1199 SEIU, New York's Health & Human Service Union (now known as 1199SEIU United

Healthcare Workers East)

By:

Dennis Rivera, President

**AGREED:** 

League of Voluntary Hospitals and

Homes of New York

By:

Bruce McIver, President

### Side Letter to Attachment A

May 7, 2004

Dennis Rivera, President 1199/SEIU, New York's Health and Human Service Union 310 West 43rd Street New York, New York 10036

### Dear Dennis:

This letter is delivered simultaneously with the execution of the collective bargaining agreement between 1199 and the League ("CBA"), commencing June 1, 2004, and has the same force and effect as if set forth in the CBA.

This confirms that the new paragraph 9 of Article I (Attachment A) and the new paragraph 13 of Article XXXII (Exhibit F) of the CBA supersede the existing agreement between the Union and Beth Israel Medical Center concerning the same subject matter as those paragraphs.

Very truly yours,

League of Voluntary Hospitals and Homes of New York

By:

Bruce McIver, President

**AGREED:** 

1199SEIU New York's Health & Human Service Union (now known as 1199SEIU United Healthcare Workers East)

By:

Dennis Rivera, President

### Side Letter to Attachment A

May 7, 2004

Mr. Bruce McIver, President League of Voluntary Hospitals and Homes of New York 555 West 57th Street, Suite 1530 New York, NY 10019

### Dear Bruce:

This letter is delivered simultaneously with the execution of the collective bargaining agreement between 1199 and the League ("CBA"), commencing June 1, 2004, and has the same force and effect as if set forth in the CBA.

This confirms that, in agreeing to the terms of the new paragraph 9 of Article I (Attachment A) and the new paragraph 13 of Article XXXII (Exhibit F) of the CBA, the parties relied on their own independent understanding of the meaning of those terms. Accordingly, in interpreting and applying said Attachment A and Exhibit F, neither of the parties nor any Employer shall cite or otherwise rely upon:

- (a) any other collectively bargained agreement on the same subject matter, including but not limited to the agreement between Catholic Healthcare West and the SEIU, or any arbitral opinion and award (including but not limited to the Decision and Award of Gerald R. McKay dated June 8, 2001) or court or administrative decision interpreting or applying same; or
- (b) any of the proposals and counter-proposals, and any statements and positions concerning same, by the League and the Union in the course of negotiations with respect to said Attachment A and Exhibit F.

In addition, no evidence with respect to the matters described in either (a) or (b) above shall be offered or received in any arbitration or other action or proceeding arising out of a dispute concerning the interpretation or application of said Attachment A and Exhibit F. The arbitrator or other trier of fact in such an action or proceeding shall not consider, cite or otherwise rely upon such evidence.

The League and 1199 further agree that this letter shall be confidential and shall not be released except to members of the League and to other entities having collective bargaining agreements with 1199 that contain the same or substantially similar terms as those set forth in said Attachment A and Exhibit F. The Union, the League and its members, and the aforesaid entities may use this letter in any circumstance to demonstrate that the terms of this letter are being violated.

Very truly yours,

1199SEIU New York's Health & Human Service Union,

1199SEIU United Healthcare

**Workers East** 

(now known as

By: \_\_\_\_

Dennis Rivera

**AGREED** 

League of Voluntary Hospitals and Homes of New York

By:

Bruce McIver, President

### Side Letter re: Side Letter Concerning Certain League Homes

Bruce McIver, President League of Voluntary Hospitals and Homes of New York 555 West 57th Street New York, N.Y. 10019

### Re: Side Letter Concerning Certain League Homes

Dear Mr. McIver:

This letter is delivered to you simultaneously with the execution of the 2004-2008 collective bargaining agreement between New York's Health & Human Service Union, 1199/SEIU (now known as 1199SEIU United HealthCare Workers East ("1199" or "Union") and the League of Voluntary Hospitals and Homes of New York ("League") ("04-08 League CBA"), concerning the following nursing home Employers listed in Schedule B: Beth Abraham Health Services, Center for Nursing & Rehabilitation, Eger Health Care and Rehabilitation Center, Isabella Geriatric Center, Jewish Home & Hospital (Manhattan and Bronx Divisions), Morningside House, Parker Jewish Institute For Health Care and Rehabilitation, Sephardic Home, United Odd Fellow & Rebekah, Rivington House. ("Homes")

This letter confirms that the provisions contained herein are preserved terms and conditions, encompassed under Article XXXV (Supersedes MOA) of this Agreement, and shall continue to apply to the Homes listed above:

- 1. Minimum Hiring Rates: See Attachment 1.
- 2. Pharmacist Industry Credit: Pharmacists will be credited with one (1) year for each year of hospital or nursing home experience as a Pharmacist, and one (1) year for every two (2) years as a Pharmacist in the retail industry, provided that there has not been a break of three (3) years or more as a Pharmacist.
- 3. LPN experience differentials: Effective May 1, 2002 the following yearly experience rates shall become effective for inhouse experience as an LPN on the Employee's appropriate anniversary date:

2 years	\$500
4 years	\$800
6 years	\$1200
10 years	\$2000
15 years	\$2350
20 years	\$3000

The contractual increases do not apply to the experience differentials.

Those Employers who currently provide a better total compensation benefit (base rate plus experience) shall continue to provide the same and shall not be subject to this provision of this side letter.

- 4. **EOWO for Pharmacists:** The Employer shall have the right to re-quire Pharmacists to work every other weekend.
- 5. LPN in charge pay: When an LPN is designated as "in charge of the Facility" she/he shall receive three (3) hours pay for the shift, in addition to the Employee's regular pay for the shift.
- 6. Patient Abuse Investigation Language: The Employer shall conduct resident abuse investigations in an expeditious manner. While it is the Union's position that no Employee should be suspended without pay pending the investigation but instead should be maintained in their current position or reassigned to non-resident care duties with pay, in the event the Employer does suspend an Employee pending investigation the parties agree that it shall not do so for more than four (4) days, excluding Saturdays, Sundays, and holidays. In the event the Employer's investigation cannot be completed within four (4) days due to the unavailability of a witness, then the Employer can con-tinue the suspension for up to three (3) additional days, excluding Saturdays, Sundays, and holidays. If the investigation is still not complete, the Employer may request permission to extend the suspension but cannot do so unless permission is granted by the Union. The Employee may utilize any accrued paid time, i.e. vacation days and holidays. In the event the Employer determines that the Employee did not engage in any wrongful act then the Employee shall be fully compensated for all lost wages and any accrued paid time used. This provision shall not be deemed a waiver of any rights under the grievance and arbitration provisions.

## 7. Safety and Health Committee:

- The Employer, the Union, and the individual Employee shall cooperate in encouraging the maintenance of a safe and healthy work place. The Employer shall comply with all Federal, State and local laws, including recently adopted OSHA pathogen standards. The Union shall agree to cooperate in encouraging such rules as are necessary to comply with such laws.
- The Employer shall provide a minimum of four (4) hours health and safety training for all Employees on work time.

Employees shall receive annually an updated training session. The Union health and safety department will work with the Employer on course content.

- C. The Employer and the Union shall cooperate to investigate, identify and remove conditions which are hazardous to an Employee's safety and health.
- D. A Safety and Health Committee composed of three (3) to five (5) Union and three (3) to five (5) Employer representatives shall be formed to implement this Article. It is agreed that the Union's safety and health committee and the Union representatives to the joint committee, act hereunder exclusively in an advisory capacity and that the Union, Union safety and health committees, and their officers, Employees and agents shall not be liable for any work-connected injuries, disabilities or disease which may be incurred by Employees.
- E. Members of the Union-Management Occupational Safety and Health Committee and members of the Union Occupational Safety and Health Committee will be paid their regular rate of pay for a minimum of four (4) hours per month for attending OSHA committee meetings, conducting inspections, or performing any other function designated by the Committees. Furthermore, an Employee who accompanies a Federal, State or local occupational safety and health inspector on an inspection tour will be paid at his/her regular rate of pay for this time.
- F. In the event that any Employee shall be exposed to any communicable disease, the Employer agrees to promptly review proper procedures to be followed by Employees exposed to such communicable diseases.
- G. Where an Employee comes in contact with blood and other body fluids as a result of his/her job duties, the Employer will provide Hepatitis B vaccine to the Employee at no cost to the Employee.
  - 8. Rivington House side letter: See Attachment 2.
  - 9. **Contract Administrators:** See Attachment 3.

If you are in agreement with the forgoing, please sign below.

Very truly yours,

Dennis Rivera

Accepted and agreed to: League of Voluntary Homes and Hospitals of New York

Bruce McIver, President

Dated:

# Attachment "1" to Side Letter Concerning Certain League Homes

	יבי וועסריווסג	L UNITOUM	JOD IIILES	AL CINITORIN JUD HITLES AND UNIFURIN MINIMUM RATES	MINIM M	A RATES			
		1, 2004	May	May 1, 2005	June 1,	, 2006	. July	July 1, 2007	
CLASSIFICATION	Hiring Bate	Minimum Rate	Hiring	Minimum	Hiring	Minimum	Hiring	Winimum	
Cachier/Niotan	20 40	2011	nate	nate	Kale	Rate	Rate	Rate	
Coot of Dietal y	530.23	552.50	551.83	269.07	568.38	586.14	585.43	603 73	
Court of Beilder	543.53	566.36	265.67	583.35	582.64	600.85	600.12	618.87	
Dietary Wells	521.02	542.90	542.24	559.18	558.51	575.96	575.26	593.24	
Distant Worker	521.02	542.90	542.24	559.18	558.51	575.96	575.26	593.24	
United Court Market Court of C	671.61	699.82	698.97	720.81	719.94	742.43	741.54	764 71	
nousekeeping worker	521.02	542.90	542.24	559.18	558.51	575.96	575.26	503 24	
Launury Worker I	521.02	542.90	542.24	559.18	558.51	575.96	575.26	503.24	_
Laundry Worker II	530.23	552.50	551.83	569.07	568.38	586.14	585 43	603.23	
Leau Dietary Worker	538.17	560.77	560.09	577.59	576.89	594.92	594.20	612.77	
Coming Mindia America	538.17	560.77	560.09	577.59	576.89	594.92	594.20	612 77	
Number Attendant	538.17	560.77	560.09	577.59	576.89	594.92	594.20	612 77	
Mulsing Attendant	521.02	542.90	542.24	559.18	558.51	575.96	575.26	593.24	•
Pot washer	521.02	542.90	542.24	559.18	558.51	575.96	575.26	593.24	
Consul Park	530.23	552.50	551.83	569.07	568.38	586.14	585.43	603.73	
South Mostin Continue	620.37	646.42	645.64	665.82	665.01	685.79	684.96	706.36	
Soiled I amade: Unadia	530.23	552.50	551.83	269.07	568.38	586.14	585.43	603.73	
Third Cook/Snoois! Outs. Co.1.	522.26	544.19	543.53	560.51	559.83	577.33	576.63	594.65	
Mond Class	586.24	610.86	610.12	629.18	628.42	648.06	647.27	667.50	
Ward Cierk	524.89	546.93	546.27	563.34	562.66	580.24	579.54	597.65	
West Stranger	549.26	572.33	571.63	589.50	588.78	607.18	606.45	625 40	
wakei ouripper	530.23	552.50	551.83	269.07	568.38	586.14	585.43	603.73	
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	) June	June 1, 2004	May	May 1, 2005	June 1	1, 2006	. July	July 1, 2007
CLASSIFICATION	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate	Hiring	Minimum
Ambulance Attendant	525 50	557 00	EE7 94	0C 7C3	200	2001	11016	nais
	00'000	DD - 200	10.700 	5/4.13	5/4.03	597.97	591.25	609.73
Ambulance Driver/Attendant	637.49	664.26	663.46	684.19	683.36	704.71	703.86	725.85
Ambulance Driver	543.55	566.37	565.69	583.36	582.66	600.86	600.14	618.89
Carpenter A	674.44	702.76	701.92	723.85	722.97	745.56	744.66	767.93
Carpenter B	620.37	646.42	645.64	665.82	665.01	685.79	684.96	706.36
Carpenter's Heiper	554.92	578.23	577.53	595.57	594.85	613.44	512.70	631.84
Central Supply Attendant	521.02	542.90	542.24	559.18	558.51	575.96	575.26	593.24
Electrician A.	694.40	723.56	722.69	745.27	744.37	767.63	766.70	790.66
	640.32	667.21	666.40	687.23	686.39	707.84	706.99	729.08
Electrician's Helper	554.92	578.23	577.53	595.57	594.85	613.44	612.70	631.84
Engineer - two licenses required	1,002.03	1,044.11	1,042.85	1,075.44	1,074.14	1,107.70	1,106.36	1.140.93
FIreman	591.93	616.79	616.04	635.29	634.52	654.35	653.56	673.98
Groundskeeper	535.50	557.99	557.31	574.73	574.03	591.97	591.25	609.73
Incinerator Attendant	568.95	592.84	592.12	610.62	68.609	628.94	628.18	647.81
Lead Carpenter	717.15	747.26	746.36	769.68	768.75	792.77	791,81	816.55
Lead Electrician	757.00	788.79	787.83	812.45	811.47	836.83	835.81	861.93
Lead Painter.	668.76	696.84	00.969	717.75	716.88	739.28	738.39	761.46
Lead Flumber	731.33	762.04	761.12	784.91	783.96	808.45	807.48	832.71
Maintenance Mechanic	640.32	667.21	666.40	687.23	686.39	707.84	706.99	729.08
Maintenance Worker	566.32	590.10	589.39	607.81	20.709	626.04	625.29	644.82
Mason/Plasterer	660.21	687.94	687.10	708.57	707.72	729.83	728.95	751.73
Morgue Attendant	560.59	584.14	583.43	601.66	600.93	619.71	618.96	638.30

<b>MINIMUM RATES</b>	
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AL	ALPHABETICAL		<b>10B TITLES</b>	UNIFORM JOB TITLES AND UNIFORM MINIMUM RATES	M MINIMU	A RATES			
	June 1,	, 2004	May 1	May 1, 2005	June 1	June 1, 2006	July 1	July 1, 2007	•
CLASSIFICATION	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate	
Motor Vehicle Operator	543.54	566.37	565.68	583.36	582.65	600.86	600.13	618.89	
Painter A	614.67	640.48	639.70	629.69	658.89	679.48	99.829	699.87	
Painter B	591.93	616.79	616.04	635.29	634.52	654.35	653.56	673.98	
Painter's Helper	554.92	578.23	577.53	595.57	594.85	613.44	612.70	631.84	
Plumber A	685.86	714.66	713.79	736.10	735.21	758.18	757.26	780.92	
Plumber B	623.26	649.43	648.65	668.91	668.11	688.98	688.15	709.65	
Plumber's Helper	554.92	578.23	577.53	595.57	594.85	613.44	612.70	631.84	
Stationary Engineer - one license req	859.44	895.53	894.44	922.39	921.28	920.06	948.92	978.57	
Trades Helper	532.84	555.22	554.55	571.87	571.18	589.03	588.32	606.70	
Accounting Clerk	549.27	572.34	571.65	589.51	588.80	607.19	606.46	625.41	
Accounts Payable/Receivable	552.09	575.28	574.58	592.53	591.82	610.31	609.57	628.62	
Admin/Exec/Secretary III	637.49	664.26	663.46	684.19	683.36	704.71	703.86	725.86	
Admitting Clerk	546.35	569.29	568.61	586.37	585.66	603.96	603.23	622.08	
Cashier (Business Office)	552.09	575.28	574.58	592.53	591.82	610.31	609.57	628.62	
Clerk/Typist	530.23	552.50	551.83	569.07	568.38	586.14	585.43	603.73	
Clerk	521.02	542.90	542.24	559.18	558.51	575.96	575.26	593.24	
Key Punch Operator	538.17	560.77	560.09	577.59	576.89	594.92	594.20	612.77	
Mailroom Clerk	522.26	544.19	543.53	560.51	559.83	577.33	576.63	594.65	
Medical Records/Coding Clerk	538.17	560.77	560.09	577.59	576.89	594.92	594.20	612.77	
Payroll Clerk	557.78	581.20	580.50	598.63	597.91	616.59	615.85	635.09	
Receptionist	527.58	549.74	549.07	566.23	565.55	583.22	582.51	600.71	

# ALPHABETICAL UNIFORM JOB TITLES AND UNIFORM MINIMUM RATES

						מקושות וועודים		
	June 1, 20	1, 2004	May	May 1, 2005	June	June 1, 2006	July 1	July 1, 2007
CIASSIFICATION	Hiring	Minimum	Hiring	Minimum	Hiring	Minimum	Hiring	Minimum
	naie	Kale	Kate	Rate	Rate	Rate	Rate	Rate
Registrar	538.17	560.77	560.09	577.59	576.89	594.92	594 2n	619 77
Secretary I	566.32	590.10	589.39	607.81	607.07	626.04	625.20	644 R2
Senior Secretary/Secretary II	606.14	631.59	630.83	650.54	649.76	670.06	660 25	600 16
Telephone Operator	552.09	575.28	574.58	592.53	591.82	610 31	600 57	639.10
Typist/Transcriptionist (Medical)	566.32	590.10	589.39	607.81	607.07	626 04	625.20	644 92
Pypist/Transcriptionist	557.78	581.20	580.50	598.63	597.91	616.59	615.85	635.09
ADA Dietitian								
0-2 Years	820.36	854.81	853.78	880.46	879.39	Off. 87	OUE 77	00 700
2-4 Years	839.89	875.16	874.10	9N1 41	900 32	1000 AE	300.17	934.00
4-10 Years	859.43	805.51	804 42	2000	300.000	920.40	921.55	500.31
10+ Years	979.06	216.01	04.40	922.30	92.126	950.05	948.90	978.55
Cart Recuiratory Therany Tochaician	070.30	20.01	914.76	943.35	942.21	971.65	970.47	1,000.80
Dontol Tocknister Assistant Countries	75.760	684.98	684.15	705.52	704.67	726.69	725.81	748.49
Dental Assistant Assistant Certified	566.32	590.10	589.39	607.81	607.07	626.04	625.29	644.82
Donfal Ungigning	552.Ug	575.28	574.58	592.53	591.82	610.31	609.57	628.62
CER Tochnicion	628.90	655.31	654.51	674.97	674.15	695.21	694.37	716.07
CKG Technician	62U.37	646.42	645.64	665.82	665.01	685.79	684.96	706.36
Coducto Distance	5/4.88	599.02	598.30	616.99	616.25	635.50	634.74	654.57
Cradinate Distillan	705.78	735.42	734.53	757.48	756.57	780.21	779.26	803.61
Usersale Frankacist	851.18	886.92	885.85	913.53	912.42	940.93	939.79	969.16
Use local Tetrisis - 1	628.90	655.31	654.51	674.97	674.15	695.21	694.37	716.07
mstotogy technician I	643.13	670.13	669.32	690.24	689.40	710.95	710.09	732.27

# AI PHABETICAL LINIED BIM TOR TITLES AND LINIED BM MINIMILM BATES

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	June	. 2004	May	June 1. 2004   May 1. 2005   Jine 1. 2006	June -	June 1, 2006	visi	Listy 1 2007
				•		) ) !		
CLASSIEICATION	Hiring Poto	Minimum	Hiring	Minimum	Hiring	Minimum	Hiring	Minimum
ULAGOIT ICATION	nale	nale	Rate	Kale	Kale	Kate	Kate	Kate
Histology Technician II	671.61	699.82	698.97	720.81	719.94	742.43	741.54	764.71
Infant Care Technician	557.78	581.20	580.50	598.63	597.91	616.59	615.85	635.09
Laboratory Technician 1								
0-2 Years	690.14	719.12	718.25	740.70	739.80	762.92	761.99	785.80
2-5 Years	700.57	729.99	729.10	751.89	750.98	774.44	773.51	797.68
5-10 Years	713.58	743.55	742.65	765.86	764.93	788.83	787.88	812.50
10-15 Years	733.12	763.91	762.98	786.82	785.87	810.43	809.45	834.74
15+ Years	752.63	784.24	783.29	807.77	806.79	832.00	830.99	856.96
Laboratory Technician II								
0-2 Years	720.08	750.32	749.41	772.83	771.89	796.01	795.05	819.89
2-5 Years	730.51	761.18	760.26	784.02	783.07	807.54	806.56	831.77
5-10 Years	743.54	774.76	773.82	798.00	797.04	821.94	820.95	846.60
10-15 Years	763.06	795.10	794.14	818.96	817.97	843.53	842.51	868.83
15+ Years	782.59	815.45	814.46	839.91	838.90	865.11	864.06	891.06
Laboratory Technician - Merged								
0-2 Years	670.24	698.38	697.54	719.33	718.46	740.91	740.02	763.14
2-5 Years	680.35	708.92	708.07	730.19	729.31	752.10	751.19	774.66
5-10 Years	693.00	722.10	721.23	743.76	742.86	766.07	765.15	789.06
10-15 Years	711.97	741.86	740.97	764.12	763.20	787.04	786.09	810.66
15+ Years	730.94	761.63	760.71	784.48	783.53	808.01	807.04	832.25
				-				

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A	ALPHABETICAL U		JOB TITLES	NIFORM JOB TITLES AND UNIFORM MINIMUM RATES	IM MINIM MI	M RATES		
	June	June 1, 2004	May 1	May 1, 2005	June	June 1, 2006	July	July 1, 2007
CLASSIFICATION	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate	Hiring	Minimum Rate
Laboratory Technologist I								
0-2 Years	755.26	786.97	786.02	810.58	809.60	834.90	833 80	850 05
2-5 Years	765.67	797.83	796.86	821.76	820.77	846.41	845.39	871.81
5-10 Years	778.69	811.39	810.41	835.73	834.72	860.80	859.76	886 63
10-15 Years	798.23	831.75	830.74	856.70	855.66	882.40	881.33	908.87
15+ Years	817.75	852.09	851.06	877.65	876.59	903.98	90. 89	931.10
Laboratory Technologist II							200	÷
0-2 Years	811.24	845.31	844.29	870,67	869.62	896.79	805 70	093 60
2-5 Years	821.67	856.17	855.14	881.86	880.79	908.32	907.22	935.56
5-10 Years	834.69	869.74	868.69	895.83	894.75	922.70	921.59	950.39
10-15 Years	854.21	80.08	889.01	916.78	915.68	944.29	943.15	972.62
15+ Years	873.75	910.44	909.34	937.75	936.62	965.88	964.72	994.86
Laboratory Technologist - Merged.						•		
0-2 Years	733.47	764.27	763.34	787.19	786.24	810.81	809.83	835 13
Z-5 Years	743.58	774.81	773.87	798.05	797.09	821.99	821.00	846.65
5-10 Years	756.23	787.98	787.03	811.62	810.64	835.97	834.96	861.05
10-15 Years	775.20	807.75	806.77	831.98	830.98	856.94	855.91	882.65
15+ Years.	794.17	827.52	826.51	852.34	851.31	877.91	876.85	904.25
Laboratory Trainee	563.47	587.13	586.42	604.75	604.01	622.89	622.14	641.57
Lead X-Kay lechnician	907.79	945.91	944.77	974.29	973.11	1.003.52	1.002.30	1.033.62
Licensed Practical Nurse	722.83	753.19	752.28	775.78	774.85	799.06	798.09	823.03

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TLES AND	
R JOB TITLE	
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ALPHABETICAL U	

	June 1	1, 2004	May	, 2004   May 1, 2005   June 1, 2006	June	June 1, 2006	July	July 1, 2007
CLASSIFICATION	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate
Operating Room Technician	566.32	590.10	589.39	607.81	607.07	626.04	625.29	644.82
Practical Dietitian	603.30	628.63	627.87	647.49	646.71	666.92	666.11	686.92
Radiotherapy Techni-cian								
0-2 Years	722.81	753.16	752.25	775.76	774.82	799.03	798.06	823.00
3+ Years	782.59	815.45	814.46	839.91	838.90	865.11	864.06	891.06
Reg. Elig. Nuclear Medical Technician	685.87	714.67	713.80	736.11	735.22	758.19	757.28	780.94
Registry Elig. Respl-ratory Therapist	815.22	849.45	848.43	874.94	873.88	901.18	900.09	928.22
Registered Pharma-cist	_					1		
0-2 Years	1,340.99	1,397.30	1,395.61	1,439.22	1,437.48	1.482.39	1.480.60	1.526.87
6-9 Years	1,391.40	1,449.83	1,448.08	1,493.32	1,491.52	1.538.12	1.536.26	1.584.27
3-5 Years	1,431.73	1,491.85	1,490.05	1,536.61	1,534.75	1,582,71	1,580.79	1,630,19
10+ Years	1,512.39	1,575.90	1,573.99	1,623.18	1.621.21	1.671.87	1,669,85	1 722 03
Reg. Nuclear Medical Technologist.				•				
0-2 Years	722.81	753.16	752.25	775.76	774.82	799.03	798.06	823.00
2-4 Years	782.59	815.45	814.46	839.91	838.90	865.11	864.06	891.06
5+ Years	819.58	854.00	852.97	879.62	878.56	906.01	904.91	933.19
Registered Respira-tory Therapist .	849.19	884.85	883.78	911.40	910.30	938.74	937.61	96.99
Registered Ultra Sound Technologist	849.19	884.85	883.78	911.40	910.30	938.74	937.61	06.996
Respiratory Therapy Technician	623.26	649.43	648.65	668.91	668.11	688.98	688.15	709.65
Respiratory Therapy Trainee	535.50	557.99	557.31	574.73	574.03	591.97	591.25	609.73
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1	ALPHABETIC/	CAL UNIFORM JOB TITLES AND UNIFORM MINIMUM RATES	JOB TITLES	AND UNIFOR	MINIMOL	M RATES		
	nne	June 1, 2004	May	May 1, 2005	- June	June 1, 2006	July 1	July 1, 2007
CLASSIFICATION	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate
Social Work Assistant								
0-1 Year	685.19	713.96	713.10	735.38	734.49	757.44	756.53	780.17
1-2 Years	709.30	739.08	738.19	761.26	760.34	784.09	783.15	807.62
2-3 Years	733.57	764.37	763.45	787.30	786.35	810.92	809.94	835.25
3-4 Years	757.68	789.49	788.54	813.18	812.19	837.57	836.56	862.70
MSW Social Worker								
0-1 Year	836.17	871.28	870.22	897.42	896.33	924.34	923.22	952.07
1-2 Years	859.56	895.66	894.57	922.53	921.41	950.20	949.05	978.71
2-3 Years	884.12	921.24	920.13	948.88	947.73	977.35	976.17	1,006.67
3-4 Years	908.10	946.23	945.09	974.62	973.44	1,003.86	1,002.65	1,033.97
4-5 Years	932.09	971.23	90.026	1,000.37	999.16	1,030.38	1,029.14	1,061.29
5-6 Years	926.06	. 996.21	995.01	1,026.10	1,024.86	1,056.88	1,055.60	1,088.59
6-7 Years	980.03	1,021.19	1,019.95	1,051.82	1,050.55	1,083.38	1,082.07	1,115.88
7-8 Years	1,004.03	1,046.19	1,044.92	1,077.58	1,076.27	1,109.90	1,108.56	1,143.20
8-9+Years	1,027.99	1,071.15	1,069.86	1,103.29	1,101.96	1,136.39	1,135.01	1,170.48
Senior Social Worker							·	•
0-1 Year	1,041.38	1,085.11	1,083.80	1,117.67	1,116.31	1,151.20	1,149.80	1,185.73
1-2 Years	1,065.36	1,110.10	1,108.76	1,143.40	1,142.02	1,177.71	1,176.28	1,213.04
2-3 Years	1,089.33	1,135.08	1,133.71	1,169.13	1,167.72	1,204.20	1,202.75	1,240.33
3-4 Years	1,113.32	1,160.07	1,158.67	1,194.87	1,193.43	1,230.72	1,229.23	1,267.64
Special Procedure Technician	862.30	898.51	897.43	925.47	924.35	953.23	952.08	981.83

	June 1	1, 2004	May	May 1, 2005	June	June 1, 2006	July 1	1, 2007
CLASSIFICATION	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate
Ultra Sound TechnologistX-Ray Technician	820'08	854.51	853.48	880.15	879.09	906.55	l	933.75
0-2 Years	809.34	843.33	842.31	868.63	867.58	894.69	893.60	921.53
2-5 Years	840.95	876.27	875.21	902.56	901.47	929.63	928.51	957.52
5-10 Years	878.89	915.80	914.69	943.27	942.13	971.57	970.40	1,000.72
10+ Years	904.18	942.15	941.01	970.41	969.24	999.53	998.32	1,029.51

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	UNIFORM JOB		AND UNIFO	<b>TITLES AND UNIFORM MINIMUM RATES BY RATE</b>	RATES BY	RATE		
	June	June 1, 2004	May	May 1, 2005	June	1, 2006	July 1	July 1, 2007
CLASSIFICATION	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate
Central Supply Attendant	521.02	542.90	542.24	559.18	558.51	575.96	575.26	593.24
Clerk	521.02	542.90	542.24	559.18	558.51	575.96	575.26	593.24
Dietary Clerk	521.02	542.90	542.24	559.18	558.51	575.96	575.26	593.24
Dietary Worker	521.02	542.90	542.24	559.18	558.51	575.96	575.26	593.24
Housekeeping Worker	521.02	542.90	542.24	559.18	558.51	575.96	575.26	593.24
Laundry Worker I	521.02	542.90	542.24	559.18	558.51	575.96	575.26	593.24
Nursing Attendant	521.02	542.90	542.24	559.18	558.51	575.96	575.26	593.24
Pot Washer.	521.02	542.90	542.24	559.18	558.51	575.96	575.26	593.24
Mailroom Clerk	522.26	544.19	543.53	560.51	559.83	577.33	576.63	594.65
Soiled Laundry Handler	522.26	544.19	543.53	560.51	559.83	577.33	576.63	594.65
Ward Clerk	524.89	546.93	546.27	563.34	562.66	580.24	579.54	597.65
Receptionist	527.58	549.74	549.07	566.23	565.55	583.22	582.51	600.71
Cashier/Dietary	530.23	552.50	551.83	569.07	568.38	586.14	585.43	603.73
Clerk/Typist	530.23	552.50	551.83	569.07	568.38	586.14	585.43	603.73
Laundry Worker II	530.23	552.50	551.83	569.07	568.38	586.14	585.43	603.73
Presser	530.23	552.50	551.83	569.07	568.38	586.14	585.43	603.73
Sewing Machine Operator	530.23	552.50	551.83	569.07	568.38	586.14	585.43	603.73
Waxer Stripper	530.23	552.50	551.83	569.07	568.38	586.14	585.43	603.73
Trades Helper	532.84	555.22	554.55	571.87	571.18	589.03	588.32	606.70
Ambulance Attendant	535.50	557.99	557.31	574.73	574.03	591.97	591.25	609.73
Groundskeeper	535.50	557.99	557.31	574.73	574.03	591.97	591.25	609.73
Respiratory Therapy Trainee	535.50	557.99	557.31	574.73	574.03	591.97	591.25	609.73

	UNIFORM	M JOB TITLES AND UNIFORM MINIMUM RATES BY RATE	IND UNIFOR	IM MINIMOM	RATES BY	RATE		
	June	1, 2004	May 1,	, 2005	June	June 1, 2006	July 1	July 1, 2007
CLASSIFICATION	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate
Key Punch Operator	538.17	560.77	60.093	577.59	576.89	594.92	594.20	612.77
Lead Dietary Worker	538.17	560.77	560.09	577.59	576.89	594.92	594.20	612.77
Lead Housekeeper.	538.17	560.77	560.09	577.59	576.89	594.92	594.20	612.77
Medical Records/Coding Clerk	538.17	560.77	560.09	577.59	576.89	594.92	594.20	612.77
registrar	538.17	560.77	560.09	577.59	576.89	594.92	594.20	612.77
Senior Nursing Attendant	538.17	260.77	560.09	577.59	576.89	594.92	594.20	612.77
Cook's Helper	543.53	566.36	265.67	583.35	582.64	600.85	600.12	618.87
Motor Venicle Uperator	543.54	566.37	565.68	583.36	582.65	98.009	600.13	618.89
Ambulance Driver	543.55	566.37	565.69	583.36	582.66	600.86	600.14	618.89
Admitting Clerk.	546.35	569.29	568.61	586.37	585.66	603.96	603.23	622.08
Washer	549.26	572.33	571.63	589.50	588.78	607.18	606.45	625.40
Accounting Clerk.	549.27	572.34	571.65	589.51	588.80	607.19	606.46	625.41
Accounts Payable/Receivable	552.09	575.28	574.58	592.53	591.82	610.31	609.57	628.62
Casmer (business Unice)	552.09	575.28	574.58	592.53	591.82	610.31	609.57	628.62
Telles Assistant	552.09	575.28	574.58	592.53	591.82	610.31	609.57	628.62
receptions Uperator	552.09	575.28	574.58	592.53	591.82	610.31	609.57	628.62
Carpenter's Helper	554.92	578.23	577.53	595.57	594.85	613.44	612.70	631.84
	554.92	578.23	577.53	595.57	594.85	613.44	612.70	631.84
rainter's Hetper	554.92	578.23	577.53	595.57	594.85	613.44	612.70	631.84
Lefter Community	554.92	578.23	577.53	595.57	594.85	613.44	612.70	631.84
Imani care leconician	557.78	581.20	580.50	598.63	597.91	616.59	615.85	635.09
rayroll Clark.	557.78	581.20	580.50	598.63	597.91	616.59	615.85	632.09

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# COLLECTIVE BARGAINING AGREEMENT

	UNIFORM	UNIFORM JOB TITLES AND UNIFORM MINIMUM RATES BY RATE	AND UNIFOR	AM MINIMOM	RATES BY	RATE		
	June 1, 2	1, 2004	May 7	May 1, 2005	June 1,	1, 2006	July	July 1, 2007
CLASSIFICATION	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate
Typist/Transcriptionist	557.78	581.20	580.50	598.63	597.91	616.59	615.85	635.09
Morgue Attendant	560.59	584.14	583.43	601.66	600.93	619.71	618.96	638.30
Laboratory Trainee	563.47	587.13	586.42	604.75	604.01	622.89	622.14	641.57
Dental Technician Assistant Certified	566.32	590.10	589.39	607.81	607.07	626.04	625.29	644.82
Maintenance Worker	566.32	590.10	589.39	607.81	607.07	626.04	625.29	644.82
Operating Room Technician	566.32	590.10	589.39	607.81	607.07	626.04	625.29	644.82
Secretary I	566.32	590.10	589.39	607.81	607.07	626.04	625.29	644.82
Typist/Transcriptionist (Medical)	566.32	590.10	589.39	607.81	607.07	626.04	625.29	644.82
Incinerator Attendant	568.95	592.84	592.12	610.62	609.89	628.94	628.18	647.81
EKG Technician	574.88	599.02	598.30	616.99	616.25	635.50	634.74	654.57
I hird Cook/Special Order Cook	586.24	610.86	610.12	629.18	628.42	648.06	647.27	667.50
Fireman	591.93	616.79	616.04	635.29	634.52	654.35	653.56	673.98
Painter B	591.93	616.79	616.04	635.29	634.52	654.35	653.56	673.98
Practical Dietitian	603.30	628.63	627.87	647.49	646.71	666.92	666.11	686.92
Senior Secretary/Secretary II	606.14	631.59	630.83	650.54	649.76	670.06	669.25	690.16
Painter A	614.67	640.48	639.70	659.69	658.89	679.48	678.66	699.87
Carpenter B	620.37	646.42	645.64	665.82	665.01	685.79	684.96	706.36
EEU lechnician	620.37	646.42	645.64	665.82	665.01	685.79	684.96	706.36
Second Cook.	620.37	646.42	645.64	665.82	665.01	685.79	684.96	706.36
Plumber 8	623.26	649.43	648.65	668.91	668.11	688.98	688.15	709.65
Respiratory Therapy Technician	623.26	649.43	648.65	668.91	668.11	688.98	688.15	709.65
Dental Hygienist	628.90	655.31	654.51	674.97	674.15	695.21	694.37	716.07

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	June 1,	1, ZUU4	May 1,	1, 2005 1	ane	June 1, 2006	July –	July 1, 2007
OF ACCIEDATION	Hiring	Minimum	Hiring	Minimum	Hiring	Minimum	Hiring	Minimum
CLASSIFICATION	Hate	Hate	Kate	Rate	Rate	Rate	Rate	Rate
Hemodlalysis Technician	628.90	655.31	654.51	674.97	674.15	695.21	694.37	716.07
Ambulance Driver/Attendant	637.49	664.26	663.46	684.19	683.36	704.71	703.86	725.85
Admin/Exec/Secretary III	637.49	664.26	663.46	684.19	683.36	704.71	703.86	725.86
Electrician B	640.32	667.21	666.40	687.23	686.39	707.84	706.99	729.08
Maintenance Mechanic	640.32	667.21	666.40	687.23	686.39	707.84	706.99	729.08
Histology Technician 1	643.13	670.13	669.32	690.24	689.40	710.95	710.09	732.27
Cert. Respiratory Therapy Technician	657.37	684.98	684.15	705.52	704.67	726.69	725.81	748.49
Mason/Piasterer	660.21	687.94	687.10	708.57	707.72	729.83	728.95	751.73
Lead Painter	92.899	696.84	696.00	717.75	716.88	739.28	738.39	761.46
Lab. Technician - Merg. 0-2 Years.	670.24	698.38	697.54	719.33	718.46	740.91	740.02	763.14
First Cook.	671.61	699.82	698.97	720.81	719.94	742.43	741.54	764.71
Histology Technician II	671.61	699.82	698.97	720.81	719.94	742.43	741.54	764.71
Carpenter A	674.44	702.76	701.92	723.85	722.97	745.56	744.66	767.93
Lab. Technician - Merg. 2-5 Years.	680.35	708.92	708.07	730.19	729.31	752.10	751.19	774.66
Social Work Assistant 0-1 Year	685.19	713.96	713.10	735.38	734.49	757.44	756.53	780.17
Plumber A	685.86	714.66	713.79	736.10	735.21	758.18	757.26	780.92
Reg. Elig. Nuclear Medical Technician	685.87	714.67	713.80	736.11	735.22	758.19	757.28	780.94
Laboratory Technician I 0-2 Years .	690.14	719.12	718.25	740.70	739.80	762.92	761.99	785.80
Lab Technician - Merg 5-10 Years .	693.00	722.10	721.23	743.76	742.86	766.07	765.15	789.06
Electrician A.	694.40	723.56	722.69	745.27	744.37	767.63	766.70	790.66
Laboratory Technician I 2-5 Years.	700.57	729.99	729.10	751.89	750.98	774.44	773.51	797.68
Graduate Dietitian	705.78	735.42	734.53	757.48	756.57	780.21	779.26	803.61

COLLECTIVE BARGAINING AGREEMENT

# UNIFORM JOB TITLES AND UNIFORM MINIMUM RATES BY RATE

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	June 1, 20	1, 2004	May	May 1, 2005	June	June 1, 2006	July 1	July 1, 2007
NOTE OF THE PROPERTY OF THE PR	Hiring	Minimum	Hiring	Minimum	Hiring	Minimum	Hiring	Minimum
CLASSIFICATION	Hate	Hate	Rate	Rate	Rate	Rate	Rate	Rate
Lab. Technician - Merg. 10-15 Years	711.97	741.86	740.97	764.12	763.20	787.04	286.09	810 66
Laboratory Technician I 5-10 Years	713.58	743.55	742.65	765.86	764.93	788.83	787.88	812 50
Lead Carpenter	717.15	747.26	746.36	769.68	768.75	792.77	791.81	816.55
Laboratory Technician II 0-2 Years	720.08	750.32	749.41	772.83	771.89	796.01	795.05	819.89
Radiotherapy Technician 0-2 Years	722.81	753.16	752.25	775.76	774.82	799.03	208.06	823.00
Reg. Nuclear Med. Techno. 0-2 Years.	722.81	753.16	752.25	775.76	774.82	799.03	798.06	823.NA
Licensed Practical Nurse	722.83	753.19	752.28	775.78	774.85	799.06	798.09	823.03
Laboratory Technician II 2-5 Years	730.51	761.18	760.26	784.02	783.07	807.54	806.56	831.77
Lab. Technician - Merg. 15+ Years	730.94	761.63	760.71	784.48	783.53	808.01	807.04	832 25
Lead Plumber	731.33	762.04	761.12	784.91	783.96	808.45	807.48	832 74
Laboratory Technician I 10-15 Years	733.12	763.91	762.98	786.82	785.87	810.43	809.45	834.74
Lab. Technologist - Merg. 0-2 Years	733.47	764.27	763.34	787.19	786.24	810.81	809.83	835.13
Social Work Assistant 2-3 Years.	733.57	764.37	763.45	787.30	786.35	810.92	809,94	835.25
Laboratory Technician II 5-10 Years	743.54	774.76	773.82	798.00	797.04	821.94	820.95	846.60
Lab. Technologist - Merg. 2-5 Years	743.58	774.81	773.87	798.05	797.09	821.99	821.00	846.65
Laboratory Technician 115+ Years.	752.63	784.24	783.29	807.77	806.79	832.00	830.99	856.96
Laboratory Technologist I 0-2 Years	755.26	786.97	786.02	810.58	809.60	834.90	833.89	859.95
Lab. lechnologist - Merg. 5-10 Years.	756.23	787.98	787.03	811.62	810.64	835.97	834.96	861.05
Lead Electrician	757.00	788.79	787.83	812.45	811.47	836.83	835.81	861 93
Social Work Assistant 3-4 Years.	757.68	789.49	788.54	813.18	812.19	837.57	836.56	862.70
Laboratory Technician II 10-15 Years	763.06	795.10	794.14	818.96	817.97	843.53	842.51	868.83
Laboratory lechnologist   2-5 Years	765.67	797.83	796.86	821.76	820.77	846.41	845.39	871.81

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	June 1,	1, 2004	May	May 1, 2005	June	June 1, 2006	July 1	July 1, 2007
CLASSIFICATION	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate	Hiring Rate	Minimum Rate
Lab. Technologist - Merg. 10-15 Years	775.20	807.75	806.77	831.98	830.98	856.94	855.91	882.65
Laboratory Technologist I 5-10 Years	778.69	811.39	810.41	835.73	834.72	860.80	859.76	886.63
Laboratory Technician II 15+ Years	782.59	815.45	814.46	839.91	838.90	865.11	864.06	891.06
Radiotherapy Technician 3+ Years	782.59	815.45	814.46	839.91	838.90	865.11	864.06	891.06
Reg. Nuclear Med. Techno. 2-4 Years.	782.59	815.45	814.46	839.91	838.90	865.11	864.06	891.06
Lab. Technologist - Merg. 15+ Years	794.17	827.52	826.51	852.34	851.31	877.91	876.85	904.25
Laboratory Technologist I 10-15 Years	798.23	831.75	830.74	856.70	855.66	882.40	881.33	908.87
X-Ray Technician 0-2 Years	809.34	843.33	842.31	868.63	867:58	894.69	893.60	921.53
Laboratory Technologist II 0-2 Years	811.24	845.31	844.29	870.67	869.62	896.79	895.70	923.69
Registry Elig. Respiratory Therapist	815.22	849.45	848.43	874.94	873.88	901.18	900.09	928.22
Laboratory Technologist i 15+ Years	817.75	852.09	851.06	877.65	876.59	903.98	902.89	931.10
Reg. Nuclear Med. Techno. 5+ Years.	819.58	854.00	852.97	879.62	878.56	906.01	904.91	933.19
Ultra Sound Technologist	820.08	854.51	853.48	880.15	879.09	906.55	905.46	933.75
ADA Dietitian 0-2 Years	820.36	854.81	853.78	880.46	879.39	200.87	905.77	934.08
Laboratory Technologist II 2-5 Years	821.67	856.17	855.14	881.86	880.79	908.32	907.22	935.56
Laboratory Technologist II 5-10 Years	834.69	869.74	868.69	895.83	894.75	922.70	921.59	950.39
MSW Social Worker 0-1 Year	836.17	871.28	870.22	897.42	896.33	924.34	923.22	952.07
ADA Dietitian 2-4 Years	839.89	875.16	874.10	901.41	900.32	928.45	927.33	956.31
X-Ray Technician 2-5 Years	840.95	876.27	875.21	902.56	901.47	929.63	928.51	957.52
Registered Respiratory Therapist .	849.19	884.85	883.78	911.40	910.30	938.74	937.61	966.90
Registered Ultra Sound Technologist	849.19	884.85	883.78	911.40	910.30	938.74	937.61	966.90
Graduate Pharmacist	851,18	886.92	885.85	913.53	912.42	940.93	939.79	969,16

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	June 1, 2	1, 2004	May	May 1, 2005	June	June 1, 2006		July 1, 2007
	Hiring	Minimum	Hiring	Minimum	Hiring	Minimum	Hiring	Minimum
CLASSIFICATION	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate
Laboratory Technologist II 10-15 Years	854.21	80.08	889.01	916.78	915.68	944.29	943.15	972.62
ADA Dietitian 4-10 Years	859.43	895.51	894.43	922.38	921.26	950.05	948.90	978.55
Stationary Engineer - one license req.	859.44	895.53	894.44	922.39	921.28	950.06	948.92	978.57
MSW Social Worker 1-2 Years	859.56	895.66	894.57	922.53	921.41	950.20	949.05	978.71
Special Procedure Technician	862.30	898.51	897.43	925.47	924.35	953.23	952.08	981.83
Laboratory Technologist II 15+ Years	873.75	910.44	909.34	937.75	936.62	965.88	964.72	994.86
X-Ray Technician 5-10 Years	878.89	915.80	914.69	943.27	942.13	971.57	970.40	1,000.72
ADA Dietitian 10+ Years	878.96	915.87	914.76	943.35	942.21	971.65	970.47	1,000.80
MSW Social Worker 2-3 Years	884.12	921.24	920.13	948.88	947.73	977.35	976.17	1,006.67
X-Ray Technician 10+ Years	904.18	942.15	941.01	970.41	969.24	999.53	998.32	1,029.51
Lead X-Ray Technician	907.79	945.91	944.77	974.29	973.11	1,003.52	1,002.30	1,033.62
MSW Social Worker 3-4 Years	908.10	946.23	945.09	974.62	973.44	1,003.86	1,002.65	1,033.97
MSW Social Worker 4-5 Years	932.09	971.23	90.026	1,000.37	999.16	1,030.38	1,029.14	1,061.29
MSW Social Worker 5-6 Years	926.06	996.21	995.01	1,026.10	1,024.86	1,056.88	1,055.60	1,088.59
MSW Social Worker 6-7 Years	980.03	1,021.19	1,019.95	1,051.82	1,050.55	1,083.38	1,082.07	1,115.88
Engineer - two licenses required	1,002.03	1,044.11	1,042.85	1,075.44	1,074.14	1,107.70	1,106.36	1,140.93
MSW Social Worker 7-8 Years	1,004.03	1,046.19	1,044.92	1,077.58	1,076.27	1,109.90	1,108.56	1,143.20
MSW Social Worker 8-9+Years	1,027.99	1,071.15	1,069.86	1,103.29	1,101.96	1,136.39	1,135.01	1,170.48
Senior Social Worker 0-1 Year	1,041.38	1,085.11	1,083.80	1,117.67	1,116.31	1,151.20	1,149.80	1,185.73
Senior Social Worker 1-2 Years	1,065.36	1,110.10	1,108.76	1,143.40	1,142.02	1,177.71	1,176.28	1,213.04
Senior Social Worker 2-3 Years	1,089.33	1,135.08	1,133.71	1,169.13	1,167.72	1,204.20	1,202.75	1,240.33
Senior Social Worker 3-4 Years	1,113.32	1,160.07	1,158.67	1,194.87	1,193.43	1,230.72	1,229.23	1,267.64

	June 1,	1, 2004	May 1,	1, 2005	June	June 1, 2006	July	July 1, 2007
CLASSIFICATION	Hiring	Minimum	Hiring	Minimum	Hiring	Minimum	Hiring	Minimum
	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rafe
Registered Pharmacist 0-2 Years. Registered Pharmacist 6-9 Years. Registered Pharmacist 3-5 Years. Registered Pharmacist 10+ Years.	1,340.99	1,397.30	1,395.61	1,439.22	1,437.48	1,482.39	1,480.60	1,526.87
	1,391.40	1,449.83	1,448.08	1,493.32	1,491.52	1,538.12	1,536.26	1,584.27
	1,431.73	1,491.85	1,490.05	1,536.61	1,534.75	1,582.71	1,580.79	1,630.19
	1,512.39	1,575.90	1,573.99	1,623.18	1,621.21	1,671.87	1,669.85	1,722.03

# Attachment "2" TO SIDE LETTER CONCERNING CERTAIN LEAGUE HOMES

May 7, 2004

Bruce McIver, President League of Voluntary Hospitals and Homes of New York 555 West 57th Street, Room 1530 New York, NY 10019-2925

# Re: Rivington House

Dear Mr. McIver:

This letter is delivered to you simultaneously with the execution of the Collective Bargaining Agreement, and sets forth certain agreements reached by the parties in the 2004-2008 Memorandum of Agreement.

As it relates to Article IXA:

Rivington House shall maintain the current date of February 7, 1998.

Very truly yours,

Dennis Rivera

Accepted and Agreed to:

Bruce McIver

# Attachment "3" TO SIDE LETTER CONCERNING CERTAIN LEAGUE HOMES

### **AGREEMENT**

The following sets forth the agreement between New York's Health & Human Service Union, 1199/SEIU (now known as 1199SEIU United Healthcare Workers East) ("1199" or the "Union") and the League of Voluntary Hospitals and Homes ("League") on behalf of itself and its member institutions ("Employers"), with respect to the Contract Administrator Program under the 2001-2005 1199-AVNH Collective Bargaining Agreement ("CBA"). The program shall commence immediately, and continue until the expiration of the CBA. The program shall not continue beyond the expiration date of the CBA unless the Union and the League mutually agree.

- 1. Each Employer will release Employees with pay under a formula that is based on a ratio of one Program full time equivalent ("FTE") for every twelve hundred bargaining unit FTEs. Beginning with a minimum threshold of 120 bargaining unit FTEs, the Employer's total complement of Program FTEs will be computed on a pro rated basis by applying successive steps of 120 bargaining unit FTEs. For any partial Program FTEs that may result, the Employer shall release the selected Employee full time for a shorter duration which will result in an overall equivalent (e.g., .5 FTE for 3 years = 1 FTE for 1.5 years), upon request of the Union. The parties agree in principle that bargaining unit FTEs in affiliated or related institutions shall be aggregated together for purposes of computing program FTEs and selection of program participants. The Union will work with the Employers to implement the foregoing. The amount of release time is set forth in Schedule "A" attached hereto.
- 2. The Union will be solely responsible for selecting Program participants from among all bargaining unit members at the Employers. If an Employer claims that selection of a particular Employee will interfere with the operation of the Employer, the CIPC will resolve the dispute.
- 3. Participants in the program will be subject to assignment and direction solely by the Union. The Union may assign them to duties related to administration and enforcement of the contract. The Employer will not have any authority to direct or control them or their work. If an Employer claims that a participant in the program is guilty of "egregious misbehavior", or

AGREED:

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# COLLECTIVE BARGAINING AGREEMENT

engaging in new organizing activity, CIPC will resolve any disputes.

- 4. Participants in the program will retain employment rights with their Employer, including continuation of regular salary, fund contributions, time-off benefits and payroll taxes. They will continue to accrue seniority with their Employer for the duration of their assignments under this program (i.e., not limited to two years), and will have full rights to return to their former position (or a position within their classification) at the institution upon resignation or removal from the program by the Union or at the expiration of the CBA. (However, it is the intention that participants selected will, under ordinary circumstances, serve for the full duration.)
- 5. Each Employer will be entitled to offset the equivalent of projected actual payments to be made to its Employees released under this program (including payroll, benefits and other directly associated costs) against Pension Fund contributions being diverted to the P&P Fund.
- 6. The CIPC will resolve any disputes concerning the implementation, interpretation or application of the provisions of this Agreement.

LEAGUE OF VOLUNTARY 1199SEIU UNITED **HOSPITALS AND HOMES HEALTHCARE WORKERS EAST** By:\_\_ Date:\_\_\_\_\_ Date:\_\_\_\_\_

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# Schedule "A" Contract Administration Program

		FTEs	FTEs + 120	FTE 26 Mos.	Number FT for 26 Mos.	1 Employee for partial FTE
Beth Abraham/					<del></del>	
Ctr for Nursing						
& Rehab		1055.00	8.8	98.0	0	23 Mos.
	BA	721.00				
	CNR (Non-RN)	313.00				
	CNR (RN)	21.00				
Eger HC &						
Rehab Ctr		373.00	3.1	0.31	0	8 Mos
	Non-RN	354.00				
	RN	19.00				
Isabella Geri Ctr	· · · · · · · · · · · · · · · · · · ·	701.70	5.84	0.58	0	15.8 Mos
	Non-RN	626.70				
	RN	75.00				
Jewish Home &				.,		
Hosp for Aged		1491.00	12.43	0.12	1	6 Mos
	Manhattan	539.00				
	Bronx	687.00				
	SN (Non-RN)	220.00				
	SN (RN)	45.00				
Morningside						
House NH		351.00	2.9	0.29	0	8 Mos.
	Non-RN	338.00				-
	RN	13.00				
Parker Jewish	_,,		<u>-</u> -	+ <del></del>		
Geri Inst		543.00	4.5	0.45	0	12 Mos
Rivington House			·		-	
HCF & Village					_	
NH		191.00	1.6	0.19	0	5 Mos.
•	Non-RN	146.00				
	RN	45.00				
Sephardic Home			·			
for Aged		238.00	1.9	0.20	0	7 Mos
	Non-RN	215.00				
	RN	23.00				
United					_	
Oddfellows		137.00	1.1	0.11	0	2.9 Mos

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